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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10

11 SPERRY COMMERCIAL, INC., a  
12 California Corporation,

13 Plaintiff,

14 vs.

15 ZURICH AMERICAN  
16 INSURANCE COMPANY, et al.,  
17 Defendant(s).

Case No. 8:15-cv-01229-DOC-JCG

**ORDER FOR ENTRY OF  
STIPULATED PROTECTIVE  
ORDER**

Complaint Filed: May 13, 2015  
Trial Date: August 8, 2017

18 Having reviewed the Parties' Joint Stipulation to Enter Proposed Protective  
19 Order, IT IS HEREBY ORDERED:

20 1. A. PURPOSES AND LIMITATIONS

21 Discovery in this action is likely to involve production of confidential,  
22 proprietary, or private information for which special protection from public  
23 disclosure and from use for any purpose other than prosecuting this litigation may  
24 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
25 enter the following Stipulated Protective Order. The parties acknowledge that this  
26 Order does not confer blanket protections on all disclosures or responses to  
27 discovery and that the protection it affords from public disclosure and use extends  
28 only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth  
2 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
3 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
4 procedures that must be followed and the standards that will be applied when a  
5 party seeks permission from the court to file material under seal.

6 B. GOOD CAUSE STATEMENT

7 This action involves an insurance dispute under a first-party property  
8 insurance policy issued by defendant Zurich American Insurance Company  
9 (“Zurich”) to plaintiff Sperry Commercial, Inc (“Sperry”). Sperry is a privately-  
10 held commercial real estate firm that provides to its clients, *inter alia*, real estate  
11 sales, management and leasing services for different projects located throughout the  
12 United States.

13 Presently, the dispute raised in the Complaint is limited to Zurich’s decision  
14 disclaiming coverage for physical damage to *one* of the buildings which Sperry  
15 manages and operates in the greater Atlanta, GA area. That building is located at  
16 5300 Oakbrook Parkway, Building 300, Norcross, Georgia (“Building 300”).  
17 Building 300 is one of eleven (11) buildings located in Norcross, GA that Sperry  
18 collectively manages and operates as “Oakbrook North.”

19 Sperry has also presented claims to Zurich involving an additional *sixteen*  
20 buildings which are all located in another part of Norcross, GA that with one  
21 exception Sperry collectively manages and operates as “Gwinnett Park”.<sup>1</sup> Based  
22 upon the information presently available and preliminary opinions from Zurich’s  
23 expert consultants, the parties anticipate that Zurich will disclaim coverage for  
24 some, if not all, of the sixteen Gwinnett Park Buildings. The parties contemplate  
25 that any such denials of coverage are likely to result in Sperry amending its current  
26 complaint to include those buildings.

27 <sup>1</sup> There are an additional *three* (3) buildings that are part of Sperry’s “Gwinnett Park” group of  
28 buildings for which no claim has been made to Zurich.

1 In the parties' September 18, 2015 Joint Rule 26(f) Report [Docket No. 9],  
2 one of the key legal issues Zurich identified was "[w]hen the losses actually  
3 manifested and which policy, if any, provides coverage for the claimed losses." (*Id.*  
4 at 7:25-8:3) (Emphasis added). Subsequently, Zurich propounded written  
5 discovery to Sperry requesting, among other things, "any and all documents"  
6 referring to "any damage to the Property for which you are presenting [a] claim  
7 under the Policies" and "[a]ny and all tenant files pertaining to the Property  
8 between the time you first leased any portions thereof to anyone and May 30, 2014.  
9 As used herein 'tenant files' include but are not limited to, (i) leases and documents  
10 related thereto, (ii) Documents pertaining to all communications with the tenant's  
11 representatives, (iii) maintenance/repair Documents, (iv) lease payments and  
12 documentation of any requested or granted concessions, reductions or refunds and  
13 (v) inspections or other Documents reflecting the conditions of the premises or  
14 building(s) and changes thereto."

15 Sperry has identified *three specific categories* of documents which are  
16 responsive to one or more of Zurich's requests, but which should not be produced  
17 unless and until this Court enters a protective order: (1) the leases for Sperry's  
18 current and former tenants at Building 300; (2) Oakbrook North's monthly rent rolls,  
19 which include those applicable to Building 300 and (3) the "Management Reports"  
20 that Sperry prepares for Oakbrook North, which includes Building 300. As  
21 explained below in greater detail, a protective order is necessary to prevent the  
22 public dissemination of these documents because (a) the documents contain  
23 confidential financial and other information regarding how Sperry conducts its  
24 business operations generally and at Oakbrook North, in particular; (b) the  
25 documents contain confidential and private financial and other information  
26 regarding the third-party tenants occupying space at 5300 Oakbrook Parkway,  
27 Building 300; and/or (c) Sperry Commercial owes a duty to its Oakbrook North  
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1 project clients not to publicly disclose confidential financial and other information  
2 regarding said buildings.

3 (1) Leases for Sperry tenants occupying Building 300. The leases in question  
4 contain, *inter alia*, private financial information of the tenants occupying space at  
5 Building 300, including bank account information, information regarding rent and  
6 security deposits, and information regarding the contemplated use for the space.  
7 These third parties have a reasonable expectation of privacy that the financial  
8 information they had supplied to Sperry in conjunction with the leases, as well as the  
9 amount of monies they pay for rent, will not be publicly disclosed. In addition,  
10 Sperry also has an interest in protecting the leases from disclosure because it could  
11 adversely affect its ability to negotiate future leases with tenants and/or potential  
12 tenants if the rates it charges tenants and other lease terms are publicly available.  
13 Moreover, if outside brokers know Sperry's rent rates, cam information, and lease  
14 expirations, they would solicit tenants to lease.

15 (2) Oakbrook property monthly rent rolls. The Oakbrook property monthly  
16 rent rolls contain, among other things, private rent information, Sperry  
17 Commercial's rental income on a month-by-month basis, and what each tenant pays  
18 for rent. Again, as with the leases described above, third parties have a reasonable  
19 expectation of privacy that the financial information they had supplied to Sperry in  
20 conjunction with the leases, including the amount of money they pay for rent, is not  
21 publicly available. Further, Sperry also has an interest in protecting the leases from  
22 disclosure because it could adversely affect its ability to negotiate future leases with  
23 tenants and/or potential tenants if the rate it charges tenants are publicly available.  
24 Further, if outside brokers know Sperry's rent rolls, they would solicit tenants to  
25 lease.

26 (3) Oakbrook North monthly "Management Reports." The "Management  
27 Reports" provide comprehensive financial information regarding the entire  
28 Oakbrook North project, including discussions and descriptions regarding vacancy

1 rates, prospective clients, rental strategies, property conditions, Oakbrook North  
2 “loan” balance and payment status; and ledgers and other financial data reflecting  
3 all outlays by Sperry on a monthly basis as to each and every building in the  
4 Oakbrook North project, including the subject Building 300. This information  
5 constitutes Sperry’s confidential financial and proprietary information about how its  
6 business is run and its profitability. Sperry Commercial would be harmed by the  
7 disclosure of this information because it could give another company a competitive  
8 advantage against Sperry. Relatedly, if Sperry’s competitors obtain a competitive  
9 advantage against Sperry, its clients for the Oakbrook North project would also be  
10 harmed by the public disclosure of the monthly “Management Reports.” The  
11 “Management Reports” also include bank account information and investor  
12 information that, if made public, could leave Sperry and its investors open to  
13 identity theft.

14 In addition to the information from Sperry, discovery has also been  
15 propounded to non-party witnesses based on Sperry’s contention that the physical  
16 damage to its property was caused by vibrations from blasting at Vulcan Material  
17 Company’s nearby quarry. Vulcan has asserted that its response to the discovery  
18 calls for disclosure of confidential business information and has requested that its  
19 document disclosure be subject to confidentiality under a protective order.

20 The information which the parties seek to protect implicate confidential  
21 business or financial information of Sperry and/or third parties, information  
22 implicating privacy rights (including that of third parties), is otherwise generally  
23 unavailable to the public and/or may be privileged, or otherwise protected from  
24 disclosure under state or federal statutes, court rules, case decisions, or common law.  
25 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
26 of disputes over confidentiality of discovery materials, to adequately protect  
27 information the parties are entitled to keep confidential, to ensure that the parties are  
28 permitted reasonable necessary uses of such material in preparation for and in the

1 conduct of trial, to address their handling at the end of the litigation, and serve the  
2 ends of justice, a protective order for such information is justified in this matter. It  
3 is the intent of the parties that information will not be designated as confidential for  
4 tactical reasons and that nothing be so designated without a good faith belief that it  
5 has been maintained in a confidential, non-public manner, and there is good cause  
6 why it should not be part of the public record of this case.

## 7 DEFINITIONS

8 2.1 Action: Sperry Commercial, Inc. v. Zurich American Insurance  
9 Company, *et al.*, Case No. 09 CV 1373 DMS (RBB).

10 2.2 Challenging Party: a Party or Non-Party that challenges the  
11 designation of information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
13 how it is generated, stored or maintained) or tangible things that qualify for  
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
15 the Good Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
17 their support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or  
19 items that it produces in disclosures or in responses to discovery as  
20 “CONFIDENTIAL.”

21 2.6 Disclosure or Discovery Material: all items or information, regardless  
22 of the medium or manner in which it is generated, stored, or maintained (including,  
23 among other things, testimony, transcripts, and tangible things), that are produced  
24 or generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: a person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
27 an expert witness or as a consultant in this Action.  
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1           2.8 House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.9 Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
7 to this Action but are retained to represent or advise a party to this Action and have  
8 appeared in this Action on behalf of that party or are affiliated with a law firm  
9 which has appeared on behalf of that party, and includes support staff.

10           2.11 Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15           2.13 Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19           2.14 Protected Material: any Disclosure or Discovery Material that is  
20 designated as "CONFIDENTIAL."

21           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
22 from a Producing Party.

23       3. SCOPE

24           The protections conferred by this Stipulation and Order cover not only  
25 Protected Material (as defined above), but also (1) any information copied or  
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
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1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the  
4 trial judge. This Order does not govern the use of Protected Material at trial.

5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations  
7 imposed by this Order shall remain in effect until a Designating Party agrees  
8 otherwise in writing or a court order otherwise directs. Final disposition shall be  
9 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
10 with or without prejudice; and (2) final judgment herein after the completion and  
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
12 including the time limits for filing any motions or applications for extension of time  
13 pursuant to applicable law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.

16 Each Party or Non-Party that designates information or items for protection under  
17 this Order must take care to limit any such designation to specific material that  
18 qualifies under the appropriate standards. The Designating Party must designate for  
19 protection only those parts of material, documents, items, or oral or written  
20 communications that qualify so that other portions of the material, documents,  
21 items, or communications for which protection is not warranted are not swept  
22 unjustifiably within the ambit of this Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations  
24 that are shown to be clearly unjustified or that have been made for an improper  
25 purpose (e.g., to unnecessarily encumber the case development process or to  
26 impose unnecessary expenses and burdens on other parties) may expose the  
27 Designating Party to sanctions.



1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions or other pretrial or trial  
12 proceedings), that the Producing Party affix at a minimum, the legend  
13 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
14 contains protected material. If only a portion or portions of the material on a page  
15 qualifies for protection, the Producing Party also must clearly identify the protected  
16 portion(s) (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection  
18 need not designate them for protection until after the inspecting Party has indicated  
19 which documents it would like copied and produced. During the inspection and  
20 before the designation, all of the material made available for inspection shall be  
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
22 documents it wants copied and produced, the Producing Party must determine  
23 which documents, or portions thereof, qualify for protection under this Order. Then,  
24 before producing the specified documents, the Producing Party must affix the  
25 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
26 portion or portions of the material on a page qualifies for protection, the Producing  
27 Party also must clearly identify the protected portion(s) (e.g., by making  
28 appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is

1 entitled under the Producing Party's designation until the Court rules on the  
2 challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this  
6 Action only for prosecuting, defending, or attempting to settle this Action. Such  
7 Protected Material may be disclosed only to the categories of persons and under  
8 the conditions described in this Order. When the Action has been terminated, a  
9 Receiving Party must comply with the provisions of section 13 below (FINAL  
10 DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a  
12 location and in a secure manner that ensures that access is limited to the persons  
13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
15 otherwise ordered by the court or permitted in writing by the Designating Party, a  
16 Receiving Party may disclose any information or item designated  
17 "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
19 well as employees of said Outside Counsel of Record to whom it is reasonably  
20 necessary to disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of  
22 the Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom  
24 disclosure is reasonably necessary for this Action and who have signed the  
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) the court and its personnel;

27 (e) court reporters and their staff;

28 (f) professional jury or trial consultants, mock jurors, and Professional

Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with  
2 the subpoena or court order shall not produce any information designated in this  
3 action as "CONFIDENTIAL" before a determination by the court from which the  
4 subpoena or order issued, unless the Party has obtained the Designating Party's  
5 permission. The Designating Party shall bear the burden and expense of seeking  
6 protection in that court of its confidential material and nothing in these provisions  
7 should be construed as authorizing or encouraging a Receiving Party in this Action  
8 to disobey a lawful directive from another court.

9 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
10 IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a  
12 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
13 produced by Non-Parties in connection with this litigation is protected by the  
14 remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to  
17 produce a Non-Party's confidential information in its possession, and the Party is  
18 subject to an agreement with the Non-Party not to produce the Non-Party's  
19 confidential information, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the Non-  
21 Party that some or all of the information requested is subject to a confidentiality  
22 agreement with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated  
24 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
25 specific description of the information requested; and

26 (3) make the information requested available for inspection by the  
27 Non-Party, if requested.

28 (c) If the Non-Party fails to seek a protective order from this court within

1 14 days of receiving the notice and accompanying information, the Receiving Party  
2 may produce the Non-Party's confidential information responsive to the discovery  
3 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
4 not produce any information in its possession or control that is subject to the  
5 confidentiality agreement with the Non-Party before a determination by the court.  
6 Absent a court order to the contrary, the Non-Party shall bear the burden and  
7 expense of seeking protection in this court of its Protected Material.

8 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
10 Protected Material to any person or in any circumstance not authorized under this  
11 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
12 writing the Designating Party of the unauthorized disclosures, (b) use its best  
13 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
14 person or persons to whom unauthorized disclosures were made of all the terms of  
15 this Order, and (d) request such person or persons to execute the "Acknowledgment  
16 and Agreement to Be Bound" that is attached hereto as Exhibit A.

17 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
18 **PROTECTED MATERIAL**

19 When a Producing Party gives notice to Receiving Parties that certain  
20 inadvertently produced material is subject to a claim of privilege or other  
21 protection, the obligations of the Receiving Parties are those set forth in Federal  
22 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
23 whatever procedure may be established in an e-discovery order that provides for  
24 production without prior privilege review. Pursuant to Federal Rule of Evidence  
25 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
26 of a communication or information covered by the attorney-client privilege or work  
27 product protection, the parties may incorporate their agreement in the stipulated  
28 protective order submitted to the court.



1     12.     MISCELLANEOUS

2             12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the Court in the future.

4             12.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in  
7 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
8 any ground to use in evidence of any of the material covered by this Protective  
9 Order.

10            12.3 Filing Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
12 may only be filed under seal pursuant to a court order authorizing the sealing of the  
13 specific Protected Material at issue. If a Party's request to file Protected Material  
14 under seal is denied by the court, then the Receiving Party may file the information  
15 in the public record unless otherwise instructed by the court.

16     13.     FINAL DISPOSITION

17            After the final disposition of this Action, as defined in paragraph 4, within 60  
18 days of a written request by the Designating Party, each Receiving Party must  
19 return all Protected Material to the Producing Party or destroy such material. As  
20 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
21 compilations, summaries, and any other format reproducing or capturing any of the  
22 Protected Material. Whether the Protected Material is returned or destroyed, the  
23 Receiving Party must submit a written certification to the Producing Party (and, if  
24 not the same person or entity, to the Designating Party) by the 60 day deadline that  
25 (1) identifies (by category, where appropriate) all the Protected Material that was  
26 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
27 copies, abstracts, compilations, summaries or any other format reproducing or  
28 capturing any of the Protected Material. Notwithstanding this provision, Counsel




1 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
2 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
3 and trial exhibits, expert reports, attorney work product, and consultant and expert  
4 work product, even if such materials contain Protected Material. Any such archival  
5 copies that contain or constitute Protected Material remain subject to this Protective  
6 Order as set forth in Section 4 (DURATION).

7 14. Any violation of this Order may be punished by any and all appropriate  
8 measures including, without limitation, contempt proceedings and/or monetary  
9 sanctions.

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11 IT IS SO ORDERED.

12 Dated: February 18, 2016

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15 The Honorable Jay C. Gandhi  
16 United States Magistrate Judge  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

*Sperry Commercial, Inc. v. Zurich American Insurance Company, et al.*

U.S. District Court for the Central District of California, Santa Ana Division

Civil Action No. Case No. 09 CV 1373 DMS (RBB)

I, \_\_\_\_\_, declare under penalty of perjury under the laws of the United States and the State of California that I have read and understand in its entirety the Protective Order in the above-referenced lawsuit, and agree to adhere and to be bound by its terms. I understand that any unauthorized disclosure of confidential information constitutes a violation of this Court's Protective Order, for which I may be held in contempt of court. I hereby submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcement of the Protective Order.

Date:

Name:

\_\_\_\_\_

\_\_\_\_\_